

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM612628

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JOSEPH RIBKOFF INC.		07/29/2020	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	THE TORONTO-DOMINION BANK		
Street Address:	1350 Boul. René-Lévesque West, 7th Floor,		
City:	Montréal, Québec		
State/Country:	CANADA		
Postal Code:	H3G 1T4		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2775866	JOSEPH RIBKOFF	
Registration Number:	5102704	JOSEPH RIBKOFF THE ORIGINAL CANADIAN LUX	
Registration Number:	5178825	SHADOW SLEEVES PAR/BY JOSEPH RIBKOFF	
Serial Number:	87273554	SUBLIME CONTOUR BY JOSEPH RIBKOFF	
CORRESPONDENCE DATA			
Fax Number:	2022801177		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	904 247-2620		
Email:	eastdocket@holleymenker.com		
Correspondent Name:	JAMES R. MENKER, HOLLEY & MENKER, P.A.		
Address Line 1:	PO Box 331937		
Address Line 4:	ATLANTIC BEACH, FLORIDA 32233		
NAME OF SUBMITTER:	James R. Menker		
SIGNATURE:	/jmenker/		
DATE SIGNED:	12/05/2020		
Total Attachments: 8			
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INTELLECTUAL PROPERTY CONFIRMATORY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY CONFIRMATORY SECURITY AGREEMENT (this **Agreement**), dated as of July 29, 2020, is made by Joseph Ribkoff Inc. (the **Grantor**) in favour of The Toronto-Dominion Bank, as administrative agent (the **Secured Party**).

WITNESSETH:

WHEREAS the Grantor is the registered owner of (i) the Canadian trademarks and trademark applications and the Canadian copyrights listed in Schedule "A" hereto (collectively, the **Canadian IP**), and (ii) the United States trademarks listed in Schedule "B" hereto (the **US Trademarks** and together with the Canadian IP, the **Intellectual Property**);

WHEREAS the Grantor has granted certain security to the Secured Party (the **Security**), including under a deed of hypothec entered into on December 1, 2017 (as amended, restated, supplemented and otherwise modified from time to time, the **Deed of Hypothec**), as security for the payment and performance of certain obligations as more fully described therein, pursuant to which the Grantor granted to the Secured Party a hypothec, on and a security interest in, among other things, the Intellectual Property;

WHEREAS the Grantor and the Secured Party have registered and published the Security in accordance with applicable law, including the laws of the Province of Quebec; and

WHEREAS the Grantor and the Secured Party have agreed to enter into this Agreement for the purposes of recording the security interest and the hypothec created under the Security in and on the Intellectual Property with the Canadian Intellectual Property Office (the **CIPO**) and the United States Patent and Trademark Office (the **USPTO**).

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor and the Secured Party hereby agree as follows:

1. The Grantor and the Secured Party hereby confirm that they have entered into the Security and that, pursuant to the Security, the Grantor has granted to and in favour of the Secured Party a hypothec on and a security interest in, among other things, the Intellectual Property.
2. The Grantor and the Secured Party hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security on the Intellectual Property are more fully set forth in the Security and that in the event of a conflict between the provisions of this Agreement and the provisions of the Security (including the Deed of Hypothec), the terms of the Security (including the Deed of Hypothec) shall control.
3. The Grantor and the Secured Party hereby authorize and request that the commissioner, registrar or any other applicable government officer of the CIPO record this Agreement with respect to the Canadian IP.
4. The Grantor and the Secured Party hereby authorize and request that the commissioner, registrar or any other applicable government officer of the USPTO record this Agreement with respect to the US Trademarks.
5. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

6. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Quebec and the federal laws of Canada applicable therein, without regard to the conflict of law principles.
7. The parties hereto have expressly required that this Agreement and all deeds, documents and notices relating thereto be drafted in the English language. *Les parties aux présentes ont expressément exigé que le présent acte et tout autre contrat, document et avis qui y sont afférents soient rédigés en langue anglaise.*

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Confirmatory Security Agreement to be executed and delivered by its duly authorized officers as of the date first set forth above.

JOSEPH RIBKOFF INC.

as Grantor

By: 

Name: DANIEL BREAUULT

Title: CFO

[Signatures continue on next page]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY CONFIRMATORY SECURITY AGREEMENT]


THE TORONTO-DOMINION BANK,
as Secured Party

By: _____

Name: Feroz Haq
Title: Director Loan Syndications Agency

SCHEDULE "A"

I. CANADIAN TRADEMARKS

JOSEPH RIBKOFF INC.				
TRADEMARK	APPLICATION / REGISTRATION		PRODUCTS / SERVICES	ACTIONS
	Number	Date		
	1,946,534	February 15, 2019	3 (1) Cosmetics, perfumery 9 (2) Glasses; sunglasses 14 (3) Jewelry 18 (4) Luggage and carrying bags 18 (5) Handbags 24 (6) Household linen 25 (7) Clothing namely business clothing, casual clothing, dress clothing, athletic clothing; scarves, belts 25 (8) Footwear, headwear 26 (9) Hair ornaments	We are awaiting the examination.
SHADOW SLEEVES PAR/BY JOSEPH RIBKOFF	941,152	June 16, 2016	Women's clothing namely undergarments and shirts.	Renewal: June 16, 2041
SUBLIME CONTOUR BY JOSEPH RIBKOFF	996,477	May 11, 2018	Class 25: Clothing namely business clothing, casual clothing, dress clothing, athletic clothing.	Renewal: May 11, 2043

II. CANADIAN COPYRIGHTS

Joseph Ribkoff Spring 2011 Catalogue, Joseph Ribkoff Spring 2010 Catalogue, Joseph Ribkoff Fall 2008 Catalogue, Joseph Ribkoff Spring 2009 Catalogue, Joseph Ribkoff Spring/Summer 2007 Image Shots Catalogue, Joseph Ribkoff Spring/Summer 2007 Look-Book Catalogue, Joseph Ribkoff Automne/Fall 2004, Joseph Ribkoff Spring 2006 Edition, Joseph Ribkoff Fall 2009 Catalogue, Joseph Ribkoff Fall Automne Otono Herbst 2006

Registration Number:1087170

Type:Grant Of Interest

Assignor:Joseph Ribkoff Inc.

Owner:The Toronto-Dominion Bank

Registration Date:2011-07-18

Joseph Ribkoff Spring 2012 Catalogue, Joseph Ribkoff Spring 2011 Catalogue, Joseph Ribkoff Fall 2011 Catalogue, Joseph Ribkoff Fall 2008 Catalogue, Joseph Ribkoff Spring/Summer 2007 Image Shots Catalogue, Joseph Ribkoff Spring/Summer 2007 Look-Book Catalogue, Joseph Ribkoff Fall Automne Otono Herbst 2006, Joseph Ribkoff Spring 2006 Edition, Joseph Ribkoff Automne/Fall 2004, Joseph Ribkoff Fall 2009 Catalogue, Joseph Ribkoff Spring 2010 Catalogue, Joseph Ribkoff Spring 2009 Catalogue

Registration Number:1112427

Type:Grant Of Interest




Assignor:Joseph Ribkoff Inc.

Owner:The Toronto-Dominion Bank

Registration Date:2014-04-30

SCHEDULE "B"

UNITED STATES TRADEMARKS

JOSEPH RIBKOFF INC.				
TRADEMARK	APPLICATION / REGISTRATION		PRODUCTS / SERVICES	ACTIONS
	Number	Date		
JOSEPH RIBKOFF	2,775,866	October 21, 2003	Class 25: Ladies' and girls' clothing, namely skirts, blouses, shirts, sweaters, slacks, shorts, dresses, suits, culottes, gowns, robes, jeans, pants, jumpers, blazers, jackets, vests, parkas, coats, bench coats, bathing suits, scarves.	Renewal: October 21, 2023
	5,102,704	December 20, 2016	Class 25: Clothing, namely, business clothing, casual clothing, dress clothing, athletic clothing; fashion accessories, namely, scarves and belts. Class 35: Wholesale and retail store services featuring clothing and fashion accessories.	Declaration 8 & 15 between December 20, 2021 and December 20, 2022 Renewal: December 20, 2026
	International application number : 79/274,921	September 9, 2019	Class 18: Handbags.	The trademark has been published in the Official Gazette of June 16, 2020
	International application number : 79/274,910	September 9, 2019	Class 18: Handbags.	The trademark has been published in the Official Gazette of June 16, 2020

JOSEPH RIBKOFF INC.				
TRADEMARK	APPLICATION / REGISTRATION		PRODUCTS / SERVICES	ACTIONS
	Number	Date		
SHADOW SLEEVES PAR/BY JOSEPH RIBKOFF	5,178,825	April 11, 2017	Class 25: Women's clothing, namely, undergarments and tops.	Declaration 8 & 15 between April 11, 2022 and April 11, 2023 Renewal: April 11, 2027
SUBLIME CONTOUR BY JOSEPH RIBKOFF	87/273,554	December 23, 2016	Class 25: Clothing namely, pants.	Declaration 8 & 15 between November 6, 2023 and November 6, 2024 Renewal: November 6, 2028